



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#25 JANUARY 10, 2012

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SACHI A. HAMAI
EXECUTIVE OFFICER

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Board of Supervisors

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*To ensure access to high-quality,
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health care to Los Angeles
County residents through direct
services at DHS facilities and
through collaboration with
community and university
partners*



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January 10, 2012

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO AGREEMENT WITH JWCH INSTITUTE,
INC. FOR RECUPERATIVE CARE SERVICES FOR HOMELESS CLIENTS
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an amendment to the Agreement with JWCH Institute, Inc. for the continued provision of recuperative care services for homeless clients.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No 1 to Agreement No. H-704237 with JWCH Institute, Inc. (JWCH) for the continued provision of recuperative care services to homeless clients who have been discharged from Department of Health Services (DHS or Department) facilities, effective upon execution to extend the term of the Agreement for the period February 1, 2012 through July 31, 2013, with an increase to the maximum obligation of \$1,863,000 for the extended term and to update certain provisions of the Agreement.
2. Delegate authority to the Director, or his designee, to further extend the term of the Agreement, on a month-to-month basis not to exceed six months, effective August 1, 2013 through January 31, 2014, at the monthly contract rate of \$103,500, for an increase to the maximum obligation of \$621,000, contingent upon available funding from federal, State, or County funding sources and subject to review and approval by County Counsel.

3. Delegate authority to the Director, or his designee, to sign an Amendment to the Agreement that authorizes an increase to the maximum obligation of no more than 10 percent of the total possible 24-month extension cost of \$2,484,000, that will not exceed a maximum increase of \$248,400, contingent upon available funding from federal, State, or County funding sources and subject to prior approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment, substantially similar to Exhibit I, to extend the term of the current Agreement for 18 months to provide continued access to recuperative care beds and services for homeless clients and to provide the additional time necessary for the development of a multi-service solicitation for a Lower Level of Care (LLOC) Master Agreement. The current Agreement term will expire on January 31, 2012. For this extension period, an increase in the annual projected budget for recuperative care services has been incorporated into the estimated expenditures due to increased staffing costs and revised expenses based on actual costs. Projections for previous budgets had been underestimated. The proposed Amendment also updates the Statement of Work and Billing and Payment exhibits to revise the provision of service sections and payment structure.

The services are provided to individuals who are discharged from a DHS facility who no longer require acute care, but still require continuing care and health monitoring oversight within a homeless shelter type facility. The clients referred to these facilities also receive shelter, meals, case management and non-licensed health oversight while they complete their convalescence. Recuperative care services provide 24-hour, 7-day-a-week health monitoring for homeless persons needing to further recuperate from a physical injury or illness after an acute hospitalization. Without access to such a service, hospitals are often faced with the choice of retaining homeless individuals in costly inpatient beds longer than medically necessary, or discharging such patients to shelters. Living in a shelter can present obstacles for full recuperation, as shelters do not provide health monitoring and medication support, and do not allow residents to remain in bed during daytime hours. This increases the likelihood for relapse and a return to costly emergency room or inpatient care.

A 12-month pre-/post-analysis was performed for DHS patients who received recuperative care services and the results demonstrated a 62 percent reduction in the number of inpatient admissions and a 68 percent reduction in the number of inpatient hospital days. From April 2008 through September 2011, over 800 homeless DHS patients have received recuperative care services.

Approval of the second recommendation will delegate authority to the Director, or his designee, to extend the term of the Agreement, on a month-to-month basis not to exceed six months, to allow additional time, if necessary, to complete a competitive solicitation process for new multi-year LLOC Master Agreements and any transition of service that may be necessary.

Approval of the third recommendation delegates authority to the Director to increase the maximum obligation, up to a maximum of 10 percent of the 24-month maximum obligation of \$2,484,000, not to exceed a total of \$248,400, to offset any unanticipated increases in the number of available beds and services due to increases in the number of homeless referrals to JWCH.

Implementation of Strategic Plan Goals

The recommended action supports Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The maximum obligation is increased by \$1,863,000 for the Amendment to the Agreement for the period February 1, 2012 through July 31, 2013.

The maximum obligation for the month-to-month extension, effective August 1, 2013 through January 31, 2014, is based on a monthly rate of \$103,500, which totals \$621,000. Attachment A provides a detailed breakdown of the costs.

The maximum additional contract costs for the 10 percent adjustment, based on the 24-month extension of \$2,484,000, if utilized, will not exceed \$248,400.

Funding for the first two years of the initial Agreement was 100 percent offset by the County's Homeless Prevention Initiative. Funding for this Amendment consists entirely of DHS funding and is included in the Fiscal Year (FY) 2011-12 Final Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 12, 2010, your Board approved an Agreement with JWCH for a contract term of February 1, 2010 through January 31, 2012 that provides contract services for 25 recuperative care beds for clients who are discharged from a DHS facility. There are 25 beds provided in the program that are located in the City of Bell at the Bell Shelter Center and in Skid Row at the Weingart Center. The program provides: 1) semi-private shelter beds that are utilized on a 24-hour per day basis; 2) meals and clean linen; 3) case management; and 4) non-licensed health oversight to address eligible needs such as wound care, medication monitoring, and assistance with activities of daily living.

Recuperative care services under this Agreement will continue to operate under the guidance and direction of DHS and is a program that is subject to State and County rules and regulations, as well as federal guidelines and standards.

The termination provisions of the Agreement allow for termination immediately for breach or for convenience with a 30-day advance written notice by either party.

All of the latest Board-mandated provisions are included in the recommended extension amendment formats including the CEO Risk Management-issued new sub-paragraphs of Cancellation of Insurance and Failure to Maintain Insurance.

County Counsel has approved Exhibit I as to form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will enable the Department to continue to serve the County's homeless population by providing recuperative care support services.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.
Director

MHK:ms

Enclosures

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors

RECUPERATIVE CARE AGREEMENT**SUMMARY OF FISCAL IMPACT/FINANCING**

<u>Contractor</u>	<u>Current Maximum 02/01/10 to 01/31/12</u>	<u>Increase for Amendment 02/01/12 to 07/31/13</u>	<u>Maximum Obligation 02/01/10 to 07/31/13</u>	<u>Potential Increase 08/01/13 to 01/31/14</u>	<u>Total Contract Maximum 02/01/10 to 01/31/14</u>
JWCH	\$2,250,000	\$1,863,000	\$4,113,000	\$621,000	\$4,734,000

The maximum additional contract costs for the 10 percent adjustment, based on the 24-month extension contract cost of \$2,484,000, if utilized, will not exceed \$248,400.

RECUPERATIVE CARE SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2012,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and JWCH INSTITUTE INCORPORATED
(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled
"RECUPERATIVE CARE SERVICES AGREEMENT", dated January 12, 2010, and
further identified as County Agreement No. H-704237, and any amendments thereto (all
hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term of the
Agreement; and

WHEREAS, the Contract provides that changes may be made in the form of a
written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on February 1, 2012.
2. Paragraph 3, TERM, of Agreement shall be amended to read as follows:
"3. TERM: The term of this Agreement shall be effective February 1,
2010 and shall continue, unless sooner terminated or canceled, in full force and
effect to and including July 31, 2013.

The term of this Agreement may be extended by Director of Health
Services beyond the stated expiration date of July 31, 2013, on a month-to-
month basis, for a period of time not to exceed six months effective August 1,
2013 through January 31, 2014, subject to the availability of federal, State, or
County funding sources, and upon mutual written agreement of the parties. If

such funding is not forthcoming, this Agreement shall terminate January 31, 2013. All provisions of the Agreement in effect on the date the term commences shall remain in effect for the duration of the period of extension.

County may suspend the performance of services immediately for any breach of Agreement by Contractor and withhold further Agreement payments upon the giving of prior written notice to the Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of Contractor's performance obligations and County's payments.

Notwithstanding any other provision in this Agreement, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. MAXIMUM OBLIGATION OF COUNTY, Paragraph 6, Subsection 6.1., of the body of the Agreement shall be amended to read as follows:

"6.1. During the term of this Agreement, effective February 1, 2010 through July 31, 2013, the maximum obligation of County for Contractor's performance hereunder shall not exceed Four Million, One Hundred Thirteen Thousand Dollars (\$4,113,000).

The Contract Sum for the month-to-month period August 1, 2013 through January 31, 2014, authorized by County hereunder shall not exceed Six Hundred Twenty-One Thousand Dollars (\$621,000).

During the complete term of this Agreement, effective February 1, 2010 through January 31, 2014, the total maximum obligation of County for Contractor's performance hereunder shall not exceed Four Million, Seven Hundred Thirty-Four Thousand Dollars (\$4,734,000)."

4. Paragraph 9.22, INDEMNIFICATION AND INSURANCE, shall be amended to add Paragraph 9.22.2.3.1, CANCELLATION OF OR CHANGES TO INSURANCE as follows;

“9.22.2.3.1. CANCELLATION OF OR CHANGES TO INSURANCE:

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.”

5. Exhibit A, STATEMENT OF WORK, RECUPERATIVE CARE SERVICES, of the AGREEMENT shall be deleted in its entirety and replaced with Exhibit A-1, STATEMENT OF WORK, RECUPERATIVE CARE SERVICES attached hereto by reference.

6. Exhibit B, BILLING AND PAYMENT, of the AGREEMENT shall be deleted in its entirety and replaced with Exhibit B-1, BILLING AND PAYMENT, attached hereto by reference.

7. Exhibit C, COUNTY AND CONTRACTOR'S ADMINISTRATION CONTACTS, shall be deleted in its entirety and replaced with Exhibit C-1, COUNTY AND CONTRACTOR'S ADMINISTRATION CONTACTS, attached hereto by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its,

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Director of Health Services, and Contractor have caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

JWCH INSTITUTE, INC.
Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM:
BY THE OFFICE OF THE COUNTY COUNSEL

EXHIBIT A-1:
STATEMENT OF WORK AND TECHNICAL EXHIBIT

STATEMENT OF WORK
RECUPERATIVE CARE SERVICES

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**STATEMENT OF WORK
RECUPERATIVE CARE SERVICES**

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STATEMENT OF WORK RECUPERATIVE CARE SERVICES

1.0 OVERVIEW

The County of Los Angeles (County) Department of Health Services (DHS or the Department) operates four hospitals which provide inpatient care to approximately 400-550 homeless individuals per month. Many of these patients require ongoing caretaking and medical oversight after discharge from acute hospital care. Without adequate access to such care, homeless individuals who are no longer medically acute are discharged to shelters. Living in a shelter can present obstacles for full recuperation, as shelters do not provide health care monitoring and medication support. In addition, emergency shelters do not allow residents to remain in bed during daytime hours. This service gap increases the likelihood that former acute care patients will relapse and return to more costly acute levels of care. Recuperative care is a service that addresses this need within Los Angeles County.

The Department is contracting to provide a minimum of twenty five (25) recuperative care beds for homeless DHS patients. All recuperative care beds will be offered in private and/or semi-private rooms for homeless patients who no longer require acute hospital care, but do require some health monitoring to further convalesce.

RC Services provided under this Contract will be provided to individuals referred by DHS staff.

DHS requires a Contractor with professional health care staff to provide appropriate oversight to support the caretaking/medical needs of homeless DHS patients with complex psychosocial and health care issues. Recuperative Care (RC) Services under this Contract will operate under the guidance and direction of DHS and is subject to State and County rules and regulations, and federal guidelines and standards.

This Statement of Work (SOW) details the services the Contractor is expected to provide during the term of the Contract.

2.0 DEFINITION

Recuperative care aims to address the challenge of providing medical services for homeless persons needing to further recuperate from a physical injury or illness after an acute hospitalization. Services are offered 24-hours a day, seven (7) days a week in a safe and dignified healing environment for homeless persons who are too sick to be without shelter, but not sick enough to be in the hospital, skilled nursing or intermediate care facility. Recuperative care services

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

shall include, but are not limited to: general oversight of medical condition, monitoring of vital signs, wound care, medication monitoring, assistance with activities of daily living, and case management (including assistance with benefits and linkages to primary care, support services and housing resources).

Recuperative care includes the following defining characteristics:

- A short term specialized program that focuses on homeless persons who have a medical injury/illness.
- Comprehensive residential care providing residents with the opportunity to rest while being able to access medical and supportive services that assist in completing their recuperation.
- Length of stay consistent with the period of time required to complete medical recovery.
- Collaboration with other local providers who offer a variety of services to residents during their stay in a recuperative care environment including continuity of care when the resident moves into the community.
- Active participation by residents in the process of their recuperation and discharge planning.
- A bridge that closes the gap between acute medical services currently provided in hospitals/emergency rooms and homeless shelters that do not have the capacity to provide the needed recuperative care and more permanent housing options.

2.1 CASELOAD CHARACTERISTICS

County shall refer homeless DHS patients to Contractor based on the participants' eligibility. This caseload is composed of homeless DHS patients discharged from DHS facilities who require ongoing caretaking and medical oversight to further recuperate.

In assisting homeless clients, Contractor is to be mindful of the barriers that clients must overcome. Examples of these barriers or needs include the lack of stable, affordable housing; history of chronic illness and physical disabilities; history of domestic violence, mental health illness and/or substance abuse; and history of incarceration.

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

2.2 CASELOAD PROJECTIONS

During the term of this contract, a minimum of twenty-five (25) RC beds will be operational seven (7) days a week, twenty-four (24) hours a day. The length of the RC participants' stay shall be consistent with the period of time required for recuperation, with a maximum stay of thirty (30) days, unless otherwise approved by the County.

3.0 SCOPE OF WORK

Contractor shall meet the expectations as detailed in this Exhibit A-1, Statement of Work and Technical Exhibits.

Contractor shall provide an environment that is professional, positive and motivating for participants. Contractor staff shall act in a professional manner in welcoming, providing care, and assisting homeless DHS patients in linking to primary care, needed supportive services and housing resources.

Services, programs, forms, signs, notices and other written materials that the Contractor uses for the provision of RC services must be available and offered to homeless DHS patients in English and Spanish, with prior approval by DHS.

3.1 RECUPERATIVE CARE RESPONSIBILITIES

Contractor shall provide the above mentioned services and has the following RC responsibilities:

- 3.1.1 Accept patients referred from DHS facilities that meet RC eligibility criteria and ensure that all referrals and RC admissions are tracked, the referral and admission process is streamlined, the waiting list is efficiently managed, and timely responses are provided to referring DHS staff.
- 3.1.2 Employ sufficient staffing of Licensed Vocational Nurses (LVNs) and Registered Nurses (RNs) to ensure coverage seven (7) days a week, twenty-four (24) hours a day and employ, at a minimum, one (1) full-time Nurse Manager, one (1) full-time Case Manager, one (1) full-time Referral/Intake Coordinator, and staff to provide assistance with activities of daily living.

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

- 3.1.3 Provide a licensed Physician, Physicians Assistant or Nurse Practitioner to conduct on-site services and provide on-call coverage seven (7) days a week, twenty-four (24) hours a day.
- 3.1.4 Provide health monitoring for RC participants seven (7) days a week, twenty-four (24) hours a day.
- 3.1.5 Assist DHS patients with the enrollment for RC services after they have been determined to be eligible for services.
- 3.1.6 Conduct a health assessment within twenty-four (24) hours of arrival at RC location.
- 3.1.7 Conduct a psychosocial assessment within forty-eight (48) hours from the date of arrival at RC location, excluding weekends and holidays.
- 3.1.8 Develop a treatment plan and a case management care plan for all RC participants within forty-eight (48) hours of arrival at RC location, excluding weekends and holidays. Plans shall be regularly updated as appropriate.
- 3.1.9 Develop a discharge plan within forty-eight (48) hours of arrival at RC location, excluding weekends and holidays. Plan shall address timely discharge of clients at the end of their recuperation period. Discharge plan shall be updated on a weekly basis or more frequently as appropriate.
- 3.1.10 Subcontract with a shelter provider(s) for adequate space and shelter based services. (See Recuperative Care Services Agreement, Paragraph 9.38, Subcontracting)
- 3.1.11 Conduct multi-disciplinary case conferences at a minimum of one time per week that reviews the health, psychosocial, and discharge plans of all RC participants. The case conferences shall include, at a minimum, the licensed physician, physician assistant, or nurse practitioner; an LVN; the Nurse Manager or Recuperative Care Nurse; and the Case Manager. Case conference activities shall include reviewing and updating plans related to treatment and recuperation, case management, supportive service needs (including housing, benefits, etc.), transition into primary care, and timely discharges.

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

- 3.1.12 Conduct daily team meetings that includes, at a minimum, the Case Manager, the Nurse Manager or Recuperative Care Nurse, and input from the licensed health care provider to review and coordinate medical needs, length of stay, linkages to primary care and supportive services, and plans for the timely discharge of participants.
- 3.1.13 Establish and maintain communication with DHS facilities' staff, including DHS medical providers, social workers, and other DHS referring parties to ensure coordination of referrals/intakes, continuity of care, and to provide/receive feedback and status updates on patients admitted to RC services.
- 3.1.14 Assist RC participants with establishing benefits, including Medical, Supplemental Security Income, (SSI) Social Security Disability Insurance (SSDI), and General Relief (GR) or assist with the identification of employment opportunities.
- 3.1.15 Develop formal agreements with mental health and substance abuse care providers for participant services that may be needed.
- 3.1.16 Ensure that newly hired RC staff receive appropriate program orientation and ongoing training.
- 3.1.17 Ensure that RC participants are linked to a primary health care provider prior to discharge/termination from RC services to reduce reliance on DHS emergency room and inpatient services.
- 3.1.18 Ensure that RC participants receive ongoing and regular case management intervention. (See Recuperative Care Services Agreement, Paragraph 8.1.3., Case Management Staff)
- 3.1.19 Assist each RC participant with completing housing applications and transitioning to permanent housing or other appropriate housing resource when the recuperation period is complete.
- 3.1.20 Ensure that prior to terminating RC services that each RC participant who completes the program is transitioned into needed supportive services such as housing, primary health and mental health care, substance use treatment, etc.

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

- 3.1.21 Utilize appropriate consent for RC services and authorization to release information in accordance with all applicable Federal, State, and local laws, ordinances, guidelines and directives relating to confidentiality.

3.2 CONTRACTOR MANAGEMENT SERVICES

In addition to the required responsibilities and duties delineated above, the Contractor shall perform the following management responsibilities for the duration of the Contract period:

- 3.2.1 Ensure appropriate planning, coordination, implementation, monitoring, and reporting of service deliverables.
- 3.2.2 Ensure that staffing levels meet the minimum requirements and recruit staff who are professional, experienced, competent and bilingual in Spanish/English.
- 3.2.3 Ensure oversight of the delivery of services and referral process to maximize capacity of RC services and maintain quality of care. The intake process for DHS referrals shall be expedited to minimize wait times and efficiently fill bed vacancies. In addition, ensure that all staff levels required for the delivery of direct client services are maintained and when staff vacancies occur, initiate recruitment to ensure that replacements are made within thirty (30) days.
- 3.2.4 Ensure that a staffing plan is in place to guarantee uninterrupted delivery of services in the event of employee attrition.
- 3.2.5 Ensure that all required posters and materials are posted in Contractor's sites as directed by DHS, and are accessible to all RC participants, and RC staff.
- 3.2.6 Ensure that Contractor meets with DHS on a regular basis to discuss programmatic issues, general procedural issues and general concerns as needed. Either DHS or Contractor may request such a meeting.
- 3.2.7 Assist RC participants with the completion of a one-time *Customer Satisfaction Questionnaire* (Technical Exhibit 6).

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

- 3.2.8 Ensure that all Contractor created forms are reviewed and approved by DHS prior to implementation and distribution to DHS patients or referral agency(ies).
- 3.2.9 Maintain and update, as required, RC policies and procedures that, at a minimum, include: program rules and regulations, client admission and exclusion criteria, methodology for referrals into RC services, TB guidelines, and discharge/termination from RC services. Revisions to policies and procedures are to be submitted to County for approval prior to implementation.
- 3.2.10 Maintain and update, as required, all applicable forms such as screening tools, assessment and treatment plan formats, and logs to track referrals, waiting lists, clients served, services provided, program outcomes, etc.
- 3.2.11 Ensure that an appropriate discharge plan is developed for each RC participant within forty-eight (48) hours of arrival at RC location, excluding weekends and holidays. For lengths of stay longer than thirty (30) days, prior approval must be obtained from DHS.

4.0 CONTRACTOR ADMINISTRATIVE SERVICES

Contractor shall be responsible for the following additional responsibilities:

- 4.1 Provide supervisory, administrative, and direct services to Contractor personnel to accomplish the services required under this Contract.
- 4.2 Obtain written verification of acknowledgment that the Contractor personnel performing services herein understand that they are employees of the Contractor and not the County.
- 4.3 At the sole discretion of DHS, any Contractor employee/worker may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of DHS. DHS will confirm any oral requests in writing.
- 4.4 Provide each employee with an identification badge that includes the Contractor's name, employee's name and photograph. Such badge shall be displayed on the employee's person at all times while employee is in a County facility or a Contractor facility providing RC services.

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

- 4.5 Ensure that Contractor's staff who provide direct services are:
- a) Required to maintain a neat, professional appearance and behave in a professional manner;
 - b) Able to handle sensitive materials and perform confidential duties;
 - c) Able to multi-task;
 - d) Able to work both independently or in a team;
 - e) Able to communicate effectively using good judgment and diplomacy;
 - f) Able to fluently read, write, speak, and understand English; and
 - g) Maintain all required employee/Contractor licenses.

5.0 PERFORMANCE OUTCOME MEASURES

The Contract includes performance outcome measures that will assist in measuring the Contractor's performance related to providing RC services. These measures will evaluate the Contractor's ability to provide medical and case management services and improve RC participants' access to ongoing medical care, housing, and supportive services and reduce their utilization of acute hospital care and emergency room services. These measures are as follows:

- A reduction in the number of DHS inpatient hospitalization days for RC participants twelve (12) months after receiving RC services.
- A reduction in the number of DHS hospitalizations for RC participants twelve (12) months after receiving RC services.
- A reduction in the number of DHS emergency room (ER) visits for RC participants twelve (12) months after receiving RC services.

6.0 PERFORMANCE REQUIREMENTS STANDARDS (PRS)

The Contract includes PRS that will measure the Contractor's performance related to the RC program and operational measures which include Administrative, Fiscal and Service Delivery.

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

Technical Exhibit 1 includes a PRS chart that summarizes the Standards and their corresponding Acceptable Quality Level (AQL). The County, at its sole discretion, may make changes in the PRS via a change notice, as noted in Recuperative Care Services Agreement, Section 9.1, Alteration of Terms.

7.0 CONTRACTOR PERSONNEL TRAINING

Contractor shall ensure that RC employees receive training prior to performing services under this contract. Training topics shall include, but not be limited to:

- Cultural awareness;
- Child and elder abuse and welfare fraud awareness and reporting;
- Sexual harassment identification and reporting;
- Substance use, mental health issues and treatment
- Case management skills and facilitating access to available resources;
- Housing and homeless resources
- Effective public/private benefits establishment, including Medi-Cal, SSI/SSDI, and GR.

7.1 CONTRACTOR STAFF:

Contractor shall provide the following staff positions:

7.1.1 RECUPERATIVE CARE COORDINATOR (RCC)

Contractor shall provide a RCC, who shall be responsible for the overall day-to-day activities, management and coordination of the Contract and liaison activities with DHS. The RCC shall have experience with contract management, contract compliance, budgets, working with homeless and/or special needs populations, and be able to provide administrative oversight to the RC staff. The RCC and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter if a change of the RCC or alternate is made.

Duties of the RCC shall include, but not be limited to the following:

STATEMENT OF WORK RECUPERATIVE CARE SERVICES

- Provide administrative supervision and management oversight of RC services;
- Preparation and submission of monthly and quarterly reports, invoices, and other DHS requested documentation;
- Oversight of all RC activities and contract/performance requirements, including services provided by any Subcontractor(s);
- Monitor and ensure contract compliance and compliance with DHS requests;
- Ensure appropriate supervision and oversight of all RC staff and subcontracted staff providing services under this Contract;
- Provide regular supervision sessions with RC management/oversight staff;
- Conduct regular chart reviews and case conferences on RC participants; and
- Ensure on-call availability and respond to and resolve crisis and emergency situations related to RC services and participants.

7.1.2 HEALTH CARE STAFF

Contractor shall provide qualified staff that should include the following classification levels and will provide the following services:

- A licensed Physician, Physicians Assistant, or Nurse Practitioner on-site, at a minimum of fifteen (15) hours a week and on-call twenty-four (24) hours a day, seven (7) days a week;
- At minimum, one full-time Nurse Manager to oversee all daily health care operations and activities;
- At minimum, one Licensed Vocational Nurse (LVN) on-site twenty-four (24) hours a day, seven (7) days a week;
- Staff to provide assistance with activities of daily living;
- Conduct a RC health assessment and develop a RC treatment plan;

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- Perform daily vital signs and health monitoring;
- Provide assistance with activities of daily living, as needed;
- Coordinate follow-up medical appointments for all RC participants and ensure assignment to a primary care medical home; and
- Create a medical case file for each RC participant. All case files shall contain, but are not limited to, the following:
 - a) RC admission packet;
 - b) RC health and psychosocial assessments;
 - c) RC treatment plan;
 - d) Consent to Release Information form and any other applicable forms;
 - e) Documentation highlighting health activities including medical care, vital signs, medication management, health monitoring and follow-up activities, and any contacts made with or on behalf of the RC participant;
 - f) Documentation of health status and treatment plan in multidisciplinary case conferences;
 - g) RC extended stay requests submitted to DHS;
 - h) Case management section as described in 8.1.3.

7.1.3 CASE MANAGEMENT STAFF

Contractor shall employ qualified case management staff who will:

- Conduct a psychosocial assessment and develop a case management care plan;
- Develop an appropriate discharge plan given the homeless participants' particular needs;

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- Provide referrals and linkages to supportive services, including but not limited to, mental health and substance use treatment, employment services, etc;
- Provide assistance in establishing SSI/SSDI, Medi-Cal and other public benefits eligibility;
- Provide assistance in identifying and accessing permanent housing and other housing opportunities;
- Conduct face-to-face visits with each RC participant at a minimum of one(1) time per week based on participant's needs;
- Provide information, resources, tools, and skills to enable RC participants to overcome health and other barriers; and
- Create a case management section within the medical case file for each RC participant. This section shall contain, but not be limited to, the following:
 - a) Case management psychosocial assessment,
 - b) Case management/care and discharge plans;
 - c) Documents and forms related to case management activities and RC service provision, such as Consent to RC Services form, Release of Information form, referral and application forms, and any other applicable forms;
 - c) Documentation highlighting case management activities, including any contacts made with or on behalf of RC participants;
 - f) Documentation of participants' case management care plan status and summary of discharge plan in multidisciplinary case conferences;
 - g) Documentation of case closure and discharge summary form.

7.2 CONTRACTOR STAFF DESIRABLE MINIMUM QUALIFICATIONS

7.2.1 Recuperative Care Coordinator (RCC)

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- At least one (1) year experience working with homeless individuals and at least three (3) years of experience working in a related field of health and social services;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention, harm reduction, and recovery;
- Expertise in homelessness, housing, substance use, health care, and mental health systems of care;
- Knowledge of County contract compliance, contract requirements, budgets, and invoicing processes;
- Ability to monitor service delivery and performance, conduct data collection activities, and prepare written reports;
- Ability to monitor and document RC staff work activities, including subcontracted staff and provide administrative supervision and oversight; and
- Ability to plan, organize and direct service activities of RC staff.

7.2.2 Health Care Staff

- Physicians, Physician Assistants, Nurse Practitioners, Registered Nurses, and Licensed Vocation Nurses funded under this Contract shall be licensed and in good standing with the State of California;
- At least one (1) year experience working with homeless individuals;
- Knowledge and understanding of alcohol and drug related problems and the principles of prevention, harm reduction, and recovery; and
- Expertise in homelessness, housing, substance use, health care, and mental health systems of care.

7.2.3 Case Management Staff

- At least one (1) year experience as a case manager or comparable position working with homeless individuals;

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- Knowledge and understanding of alcohol and drug related problems and the principles of prevention, harm reduction, and recovery; and
- Expertise in homelessness, housing, substance use, health care, and mental health systems of care;
- Bachelors Degree in Social Work, Psychology, Human Services or related field preferred.

8.0 CONTRACTOR'S QUALITY CONTROL PLAN

Contractor shall utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of quality and service throughout the term of this Contract.

The QCP, which is subject to approval or rejection by the County, shall be submitted to DHS' Homeless Services Coordinator (HSC) within thirty (30) calendar days from the effective date of this Contract. Revisions to the QCP shall be submitted as changes occur during the term of this Contract.

The QCP shall include, but not be limited to the following:

- 8.1 Method for assuring that professional staff who provide services under this Contract have qualifying experience;
- 8.2 Method for monitoring to ensure that Contract requirements are being met;
- 8.3 Method for monitoring Subcontractors, if any, for compliance and quality of services;
- 8.4 Method for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 8.5 Method for assuring that confidentiality of RC participants' information is maintained;
- 8.6 Method for a RC participant to submit a grievance for proper review and resolution;
- 8.7 Method for resolving problems and addressing any participant grievances that shall include, but is not limited to, when the problem was first

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identified and the corrective action taken. The report shall be provided to the DHS upon request; and

- 8.8 Method for monitoring progress towards achieving performance measures.

9.0 COUNTY'S QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract on a quarterly basis. Such evaluation shall include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place the performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in the Recuperative Care Services Agreement, Section 9, Terms and Conditions, Sub-paragraph 9.16, County Quality Assurance Plan.

9.1 PERFORMANCE EVALUATION MEETINGS

The HSC and the RCC shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the HSC, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The HSC shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. Should the RCC not concur with the action items, he/she shall submit a written statement to the HSC within ten (10) business days from the date of receipt of the signed action items.

The RCC's written statement shall be attached to the HSC's minutes and be a part thereof. Failure of the RCC to provide a written statement shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the DHS Director will be final.

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Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

9.2 CONTRACT DISCREPANCY REPORTS (CDR)

Verbal notification of a Contract discrepancy will be made to the RCC, or designee, as soon as possible whenever a Contract discrepancy is identified. The RCC shall resolve the problem within a reasonable time period mutually agreed upon by the County and the Contractor.

The HSC will determine whether a formal CDR (Technical Exhibit 2 hereunder) shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the HSC within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the HSC within ten (10) business days.

10.0 HOURS OF OPERATION

Contractor is required to provide RC services seven (7) days a week, twenty-four (24) hours a day.

11.0 COMPLAINTS

Contractor shall establish a procedure to resolve participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level.

11.1 CIVIL RIGHTS COMPLAINTS PROCEDURE

Contractor shall comply with the terms of the Civil Rights Resolution Agreement as directed by DHS, which includes but is not limited to the following:

- 11.1.1 Ensure public contact staff attends the mandatory Civil Rights training provided by the County;
- 11.1.2 Ensure notices and correspondences provided to the participants, if any, are in their respective primary language and provide interpreters to ensure meaningful access to services to all participants;

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- 11.1.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials; and
- 11.1.4 Develop, and operate procedures for receiving, investigating and responding to civil rights complaints.

12.0 CUSTOMER SERVICE

Contractor shall implement an active Customer Service Program that is consistent with the County's vision. The Customer Service Program must be approved by County and changes to the Program must be made within thirty (30) calendar days.

County shall monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site surveys. The County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in Recuperative Care Services Agreement, Section 9.1, Alteration of Terms.

13.0 CONTRACTOR RESPONSIBILITIES AND FURNISHED ITEMS

13.1 Subcontractors

Contractor is responsible for subcontracting for provision of shelter services agreed upon in collaboration with the County such as:

- 13.1.1 Twenty-five (25) private or semi-private RC beds;
- 13.1.2 Provide work area large enough to accommodate each RC staff;
- 13.1.3 A medical office that includes all necessary equipment for the medical management of the RC participants;
- 13.1.4 Clean bed linen and laundry services;
- 13.1.5 Three meals a day for each RC participant;
- 13.1.6 Security staff on-site at a minimum from 11:00 PM through 7:00 AM;
and
- 13.1.7 Janitorial and maintenance services.

13.2 Equipment/Supplies/Materials

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Contractor shall obtain all equipment and supplies necessary to perform all services required by this Contract in accordance with the Contract Budget, hereunder.

14.0 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of all records by maintaining files in locked drawers and cabinets at the Contractor's sites and at the Contractor's headquarters.

Contractor shall maintain the confidentiality of its employees' records that includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Access to these files shall be limited to Contractor's designated staff. These files are subject to audit, and shall be accessible to the County upon request during any business day.

15.0 RECORD KEEPING

15.1 Contractor shall maintain retrievable records relating to each homeless DHS patient served under this Contract. Records shall be maintained at a central facility for five (5) years from termination of this Contract or until all audits are completed and settled, whichever is later. The records shall be kept in a folder, identifiable by the homeless DHS patient's name and case number. Each record shall include, but not be limited to, the following:

15.1.1 Referral form and RC admission packet;

15.1.2 Release of Information form;

15.1.3 Participation Agreement and Consent to RC Services form;

15.1.4 Health assessment;

15.1.5 Psychosocial and case management assessment;

15.1.6 RC treatment plan and case management care plan;

15.1.7 Documentation of ongoing medical and case management activities;

15.1.8 Multi-disciplinary case conference notes;

15.1.9 Discharge plan and updates;

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15.1.10 Documentation notating any contacts made with or on behalf of the RC participant; and

15.1.11 Case closure summary and Discharge Summary form.

16.0 REPORTING TASKS

Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein.

Contractor shall complete a Monthly Management Report (MMR), in the manner to be described by DHS. The MMR shall contain all required information, be signed and dated by the Contractor's RCC, and submitted to the HSC with a monthly invoice by the 15th calendar day of each month for the preceding month. The MMR shall, at a minimum, contain the following information/data:

- A narrative of any concerns and/or changes in staff, sites, recommendations for systems improvements, and/or other processes as necessary;
- Any other ad hoc statistical reports as requested by DHS, the County, Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data, if available, to the County within a mutually agreeable time period;
- A list of all trainings provided by the Contractor each month, including sign-in sheets;
- Notification to the HSC of complaints received by the Contractor, including the resolution of the complaint; and
- Any additional information that may be required at DHS and/or the County's discretion.

16.1 MONTHLY RC PROGRAM REPORTING ELEMENTS

The RC monthly report shall consist of, but not be limited to, information on referrals to RC services and denials, RC services provided, participants' demographic and service information, case management activities, disposition/discharge information, a narrative summary of RC program achievements and challenges, a participant log, and a monthly

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census/denial/waiting list report. The monthly report shall contain, but not be limited to the following reporting elements, as directed by DHS:

- Number of DHS patients, by the referring DHS hospital, who were referred for RC services, but could not be served and the reasons why;
- Number of RC participants served by Contractor by the referring DHS hospital;
- Number of new RC participants, by the referring DHS hospital, who entered RC services;
- Demographics for RC participants, including gender, age group, ethnicity, history of mental illness, substance use, and incarceration;
- Number of RC participants who returned to the emergency room or hospital during RC stay;
- Number of RC participants who were referred to and received an appointment date and time with a primary health care provider;
- Number of RC participants who were referred and linked to mental health, substance use treatment or other supportive services and status of these referrals/linkages for these participants;
- Number of RC participants who were evaluated for public benefits;
- Number of RC participants for whom an application for public benefits was initiated and status of the application process for these participants;
- Number of RC participants for whom an application for permanent or other housing resource was initiated and status of the application process for these participants;
- Number of RC participants who were discharged/terminated from RC services, the number of days of RC services for these participants, and the average length of stay;
- Number of RC participants who were discharged/terminated from RC services by each of the discharge/termination categories as determined by DHS, including number of participants who were discharged into

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shelter environment, transitional housing, permanent housing or alternative housing environment after RC services;

- Narrative of RC activities highlighting achievements and challenges;
- An electronic participant log as directed by DHS; and
- A census/denial/waiting list report as directed by DHS.

16.2 OTHER REPORTS

As directed by DHS, Contractor shall submit other monthly, quarterly, semi-annual, and/or annual reports in hard copy, electronic, and/or online format within the specified time period for each requested report. Reports shall include all the requested information and shall be completed in the manner to be described by DHS.

16.3 CUSTOMER SATISFACTION QUESTIONNAIRE

Contractor shall assist each homeless DHS patient to complete a one-time Customer Satisfaction Questionnaire (Technical Exhibit 6) and submit copies to DHS with the MMR and Monthly Invoice utilizing the mailing address and information cited in Technical Exhibit 7.

17.0 COOPERATION WITH COUNTY MONITORING/OVERSIGHT

Contractor shall fully cooperate in assisting the County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for the County to conduct its reviews.

Contractor shall provide all cases requested by County Contract Administrator for monitoring and shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect the Contractor's performance rates as measured in the PRS Chart, Technical Exhibit 1, and described throughout this Statement of Work.

18.0 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside resources and/or services for providing other supportive service to the RC participants if:

**STATEMENT OF WORK
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- There is **no** charge to County;
- Participant's confidentiality rights are protected; and
- Services provided by outside resources during the time RC participant is receiving RC services are monitored by RC staff.

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TECHNICAL EXHIBITS

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TECHNICAL EXHIBIT I

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance deduction which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of the Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on the Contractor and will not be the basis for liquidated damages deductions.

County expects a high standard of the Contractor performance for the required service. County will work with the Contractor to help resolve any areas of difficulty brought to the attention of the Homeless Services Coordinator (HSC) by the Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace the Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this Technical Exhibit I and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of Technical Exhibit I Chart).

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2. Defines the Standards of Performance for each of the required services (Column 2 of Technical Exhibit I Chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a liquidated damages deductions or points (Column 3 of Technical Exhibit I Chart).
4. Indicates the method of monitoring the services (Column 4 of Technical Exhibit I Chart).
5. Indicates the liquidated damages to be assessed for exceeding the AQL for each listed required service (Column 5 of Technical Exhibit I Chart). The AQL serves as the baseline for assessing liquidated damages.

1.3 QUALITY ASSURANCE

Each month, the Contractor performance will be compared to the Contract standards and AQLs using the Quality Assurance Monitoring Plan. County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations;
5. Participant interviews; and
6. Complaints.

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1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the HSC will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the Contractor. The Contractor is required to:

- 1.4.1 Respond to the CDR within ten (10) days with a Corrective Action Plan (CAP).
- 1.4.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The HSC will evaluate the Contractor's CAP and determine if any financial penalties will be assessed.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

To determine the number of defects that renders a service unsatisfactory a sample may be selected at random as a representation of the entire population. It is compared to the standard and conclusions are made about the Contractor performance for the whole group. The random sampling plan includes the following information:

Acceptable Quality Level (AQL) - The maximum percent of defects that can be accepted and still meet the Contract Standard for satisfactory performance. The AQL for each sampling is taken from the PRS.

If any of the unsatisfactory performance indicator points per incident are applied, then County will expect that the service will be properly performed prior to the next scheduled performance review.

If the unsatisfactory performance indicator points total more than 100 points, Contractor shall submit a CAP to the CDR within ten (10) days.

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1.6 REMEDY OF DEFECTS

Contractor must, within ten (10) days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CDR, perform such services again at an acceptable level.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES AND DEDUCTIONS

When Contractor's performance does not conform to the requirements of this Contract, County shall have the option to apply the following nonperformance remedies and deductions:

- 1.7.1 Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 1.7.2 Contractor shall be assessed an Unsatisfactory Performance Deduction in the amounts of One Hundred Dollars (\$100.00) for each point over and above the maximum allowable of One Hundred (100) cumulative points per calendar month for all services shown on the PRS chart (Technical Exhibit I chart), all determinations to levy such amounts for damages shall be subject to the approval of the County Contract Administrator.

A maximum of One Hundred (100) points shall be allowed to accumulate per calendar month before a deduction can be made from Contractor's compensation hereunder. For example, if the cumulative point total for all required services for a particular month is forty (40), no assessment for Unsatisfactory Performance Deduction shall be made because forty (40) is within the maximum allowable points per month. However, if the total cumulative points for the month is One Hundred Ten (110), the assessed Unsatisfactory Performance Deductions would be One Thousand Dollars (\$1,000) (i.e., 10 points x \$100.00).
- 1.7.3 Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 1.7.4 Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have

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the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Recuperative Care Services Agreement, Section 9.40, Termination for Convenience of the County.

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Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section 1.5.5 - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees and participants.	0%	User complaint; on-site review	50 points per incident.
SOW Section 8.0 - Quality Control Plan	Contractor provides revisions to QC Plan upon County Contract Administrator (CCA) requests. Contractor maintains review of records and provides upon CCA request.	Revised QC Plan received by HSC within 10 business days of written request by HSC. File of QC review records maintained.	0%	Review of revised plan. Review of records maintained.	50 points per incident. 10 points per day late.
SOW Section 3.0 - Forms, materials and notices	Services, programs and any forms, signs, notices and other written materials that the Contractor uses for the provision of the RC services must be available and of fered to homeless DHS patients in English or Spanish. When written materials are not available in the homeless individuals' primary language, the Contractor must either provide appropriate interpreting services or translate the materials in the homeless individuals' primary language, as approved by DHS.	Review of forms, materials & notices indicates compliance such as notices posted in Contractor facilities.	0%	Notices posted; on-site review of forms & materials	50 points per incident.
SOW Section 1.7 - Performance Outcome Measures	90% of RC participants were evaluated for public benefits eligibility prior to discharge and assistance with applications was provided when appropriate.	Review indicates that an evaluation has been completed and applications have been initiated when applicable.	0%	Evaluation is documented and copies of applications are within records when applicable.	Initiate CDR for corrective action plan.
Performance Outcome Measures	90% of RC participants were provided with a referral, appointment date, time and plan for accessing services at a primary health care provider prior to RC discharge.	Review of RC records indicate compliance.	0%	Review of Records.	Initiate CDR for corrective action plan.

Performance Requirements Summary Chart

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
<u>SOW</u> Section 3.1 Formal Agreements	Contractor shall develop formal Agreements with mental health and substance use providers.	Review indicates formal agreements have been established.	0%	Review of Records and Case Reviews	Initiate CDR for corrective action plan.
<u>SOW</u> Section 3.0 Health care and psychosocial assessments and care plans.	Contractor shall conduct a health assessment within twenty-four (24) hours of admission to RC program. Contractor shall conduct a psychosocial assessment and care plan within forty eight (48) hours of admission to RC program.	Review indicates Contractor provides comprehensive health, psychosocial assessments and care plans.	0%	Random sample of records.	25 points per incident.
<u>SOW</u> Section 3.1 Medical Monitoring	Contractor provides ongoing health monitoring seven days a week, twenty four (24) hours a day.	Review indicates Contractor provides ongoing medical oversight.	0%	Review of records.	50 points per incident.
<u>SOW</u> Section 16.0 - Reporting Tasks	Monthly reports and Invoices are submitted to DHS.	Report/Invoice received by the 15 th calendar day following the report month.	0%	Review of reports and invoice.	25 points per week late.
<u>SOW</u> Section 12.0 Customer Service	Customer Service Program consistent with County's vision.	Ensure customer satisfaction standards are met.	0%	Review of customer service questionnaires.	Initiate CDR for corrective action.
<u>SOW</u> Section 3.1 Multi-disciplinary Case Conference	Contractor conducts multi-disciplinary case conferences at a minimum of one time per week.	Review indicates that the health, psychosocial and discharge plans of all RC participants are discussed.	0%	Review of records.	Initiate CDR for corrective action.

CONTRACT DISCREPANCY REPORT

TO:
FROM:
DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of County Contract Administrator

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Contract Administrator

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Contract Administrator's Signature and
Date _____

Contract Representative's Signature and Date _____

**LOS ANGELES COUNTY DHS HOMELESS CLIENTS
RECUPERATIVE CARE SERVICES
CUSTOMER SATISFACTION QUESTIONNAIRE**

Let us know what you think of our services. Your answers will remain confidential unless you wish to file an official complaint or acknowledge a person's excellent customer service. The completed form should be submitted to recuperative care staff, or simply return it by mail.

<u>Recuperative Care Medical Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments:			
<u>Recuperative Care Case Management Staff</u>	<u>Very Good</u> (Professional, knowledgeable, Sensitive to my needs)	<u>Satisfactory</u> (My needs were properly/promptly met)	<u>Poor</u> (Unprofessional, not very knowledgeable, uncaring)
Comments:			
<u>Recuperative Care Program Effectiveness</u>	<u>Very Good</u> Program met all of my expectations in caring for my caretaking needs.	<u>Satisfactory</u> Program met my immediate need for housing.	<u>Poor</u> Program did not meet m needs. (Please indicate in the comments' section below).
Comments:			

Name (Optional)

Date (Required)

TECHNICAL EXHIBIT 4

Postage
Stamp
Required

Department of Health Services
Homeless Services Division
313 N. Figueroa Street, Suite 704
Los Angeles, California 90012
Attn: Homeless Services Coordinator

EXHIBIT B-1

BILLING AND PAYMENT

RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS

1.0 CONTRACT PAYMENT

1.1 PER DIEM RATE PER BED FOR RECUPERATIVE CARE SERVICES

The Contractor shall maintain a minimum of twenty-five (25) recuperative care beds for DHS patients and shall be compensated at a per bed rate of One Hundred Thirty Three Dollars (\$133.00) for each day that a recuperative care bed is filled with a DHS-referred patient.

1.2 MAXIMUM MONTHLY REIMBURSEMENT

The maximum monthly reimbursement for recuperative care beds utilized by DHS patients in a month shall be One Hundred and Three Thousand Five Hundred Dollars (\$103,500). In all cases, payment to the Contractor will be made in arrears on a monthly basis.

2.0 PAYMENT PROCESSING

2.1 Payments for Recuperative Care services will be made monthly in arrears provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with a monthly report that supports the invoice.

2.2 Contractor shall prepare and submit an invoice for Recuperative Care Services provided to homeless DHS patients (Technical Exhibit 4, Sample Monthly Invoice) in an original and one copy, along with its Monthly Management Report (MMR) and other required documentation, to the Homeless Services Coordinator (HSC) within fifteen (15) calendar days after the end of the month in which services were provided. Invoices submitted after the fifteen (15) calendar days may result in a delay in payment.

2.3 County shall not be liable for billings submitted six (6) months after the services were rendered.

BILLING AND PAYMENT

RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS

- 2.4 County will review and authorize payment of an accurate invoice as soon as possible after receipt of the Contractor's billing. County will make a reasonable effort to effect payment to the Contractor within thirty (30) calendar days from receipt of an invoice, which is accurate as to form and content.
- 2.5 Contractor shall invoice and the County shall authorize payment for Recuperative Care Services for Homeless DHS patients completed during the invoice month. For invoicing purposes, the Contractor shall clearly identify services as "Recuperative Care Services for homeless DHS Patients" on the invoice.
- 2.6 County may delay the final payment due hereunder up to twelve (12) months after the termination of the Contract. Contractor shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the County, not deducted from any payment made by the County to the Contractor.
- 2.7 Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging the County its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

3.0 PRIOR SIX (6) MONTH EXPIRATION NOTICE

Contractor shall notify the County when this Contract is within six (6) months from expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County at the address provided herein.

4.0 SEVENTY-FIVE PERCENT (75%) EXPENDITURE NOTIFICATOIN

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total Contract authorization amount under this Contract. Upon occurrence of this event, Contractor shall send written notification to HSC at the address provided herein.

BILLING AND PAYMENT

RECUPERATIVE CARE SERVICES FOR HOMELESS DEPARTMENT OF HEALTH SERVICES PATIENTS

5.0 PAYMENT LIMITATION

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6.0 COUNTY APPROVAL OF INVOICES

All invoices submitted by the Contractor for payment must have the written approval of the County's HSC prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

7.0 WITHHOLDING OF PAYMENT

If Contractor fails to submit accurate, complete, timely, and properly certified MMR's, the County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

COUNTY AND CONTRACTOR'S ADMINISTRATION CONTACTS

Agreement No.: H-704237

COUNTY AGREEMENT PROJECT DIRECTOR:

Name: Karen Bernstein
Title: Director, Special Programs
Address: 313 N. Figueroa Street, Suite 704
Los Angeles, California 90012
Telephone: (213) 250-8644
Facsimile: (213) 482-3395
E-Mail: kbernstein@dhs.lacounty.gov

COUNTY PROJECT MANAGER:

Name: Vicki Nagata
Title: Homeless Coordinator
Address: 313 N. Figueroa Street
Los Angeles, California 90012
Telephone: (213) 240-8237
Facsimile: (213) 482-3395
E-mail: vnagata@dhs.lacounty.gov

CONTRACTOR'S PROJECT DIRECTOR:

Name: Alvaro Ballesteros
Title: Chief Executive Officer
Address: 1910 W. Sunset Boulevard, Suite 650
Los Angeles, California 90026
Telephone: (213) 484-1186
Facsimile: (213) 413-3443
E-mail: aballesteros@jwchinstitute.org

Notices to Contractor shall be sent to the following address:

Name: Alvaro Ballesteros
Title: Chief Executive Officer
Address: 1910 W. Sunset Boulevard, Suite 650
Los Angeles, California 90026
Telephone: (213) 484-1186
Facsimile: (213) 413-3443
E-mail: aballesteros@jwchinstitute.org